

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

TRANS-SPEC TRUCK SERVICE INC.,)
d/b/a Truck Service,)
Plaintiff)
vs.) CIVIL ACTION NO. 04-11836-RCL
CATERPILLAR INC.,)
Defendant)

**CATERPILLAR INC.'S RESPONSES TO TRANS-SPEC TRUCK SERVICE INC.'S
FIRST SET OF INTERROGATORIES**

The defendant Caterpillar Inc. ("Caterpillar") hereby responds pursuant to Fed. R. Civ. P. 33 to Trans-Spec Truck Service Inc.'s First Set of Interrogatories Propounded to the Defendant, Caterpillar Inc.

OBJECTIONS TO DEFINITIONS

Caterpillar objects generally to the definition contained in ¶2 of the definitional section with which Trans-Spec has prefaced its interrogatories. The definition contained in ¶2, if accepted, would cause the defined term to be essentially meaningless and would cause every interrogatory in which the defined term appears to be ambiguous, vague, and overbroad. Caterpillar has therefore disregarded the definition contained in ¶2 and has understood the defined term, wherever it appears, in a reasonable, common sense fashion consistent with its ordinary meaning.

instances of servicing on some of the engines which are not, however, evidenced by any documentation submitted to Caterpillar or by any invoices or other business records contained among documents produced by Trans-Spec. If specific warrantable failures occurred but Trans-Spec did not submit timely claims for reimbursement of the cost of labor and parts reasonably necessary to repair the failures, then that fact forms part of the basis for Caterpillar's untimely notice defense. Generally, however, until Trans-Spec identifies specific instances in which a warrantable failure occurred which was not repaired in accordance with the terms of the applicable Caterpillar warranty, Caterpillar will be unable to provide a substantive answer to this interrogatory.

INTERROGATORY NO. 7

Set forth comprehensively and in detail the factual basis for Caterpillar's claim that its breaches of implied warranties were part of a valid disclaimer by Caterpillar.

RESPONSE

Caterpillar delivered an express written warranty with respect to each of the engines. Depending on the delivery date for the engine, that warranty was designated by Caterpillar either as SELF5271 or as SELF5302. With respect to products (like these engines) operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, both SELF5271 and SELF5302 stated conspicuously (in bold-faced type, larger in size than the general text of the warranty):

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Trans-Spec has demanded and has obtained the benefits of the warranty Caterpillar gave with respect to each engine. Trans-Spec is a business corporation which purchased the trucks containing the engines exclusively for business use.

In addition, the On-Highway Vehicle Engine Extended Service Coverage contract which Trans-Spec executed stated conspicuously (in bold-faced type, larger in size than the general text of the contract):

CATERPILLAR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION HEREWITHE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

REMEDIES UNDER THIS SERVICE CONTRACT ARE LIMITED TO THE PROVISION OF MATERIALS AND LABOR AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

INTERROGATORY NO. 8

Set forth comprehensively and in detail the factual basis for Caterpillar's claim that Caterpillar disclaimed all warranties, express or implied.

RESPONSE

Caterpillar does not claim that it disclaimed all warranties, express or implied. Caterpillar delivered an express warranty with respect to the engines, designated by Caterpillar either as SELF5271 or as SELF5302, depending on the delivery date of the specific engine. Caterpillar disclaimed all *other* warranties, express or implied. It did so by including the following conspicuous (in bold-faced type, larger in size than the general text of the warranty) language in SELF5271 and SELF5302:

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Trans-Spec has demanded and has obtained the benefits of that warranty. Trans-Spec is a business corporation which purchased the trucks containing the engines exclusively for business use.

In addition, the On-Highway Vehicle Engine Extended Service Coverage contract which Trans-Spec executed stated conspicuously (in bold-faced type, larger in size than the general text of the contract):

CATERPILLAR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION HEREWITH, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

REMEDIES UNDER THIS SERVICE CONTRACT ARE LIMITED TO THE PROVISION OF MATERIALS AND LABOR AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

INTERROGATORY NO. 9

Set forth comprehensively and in detail the factual basis for Caterpillar's claim that Trans-Spec's damages are due to misuse of Trans-Spec's C-12 engines.

RESPONSE

Caterpillar cannot provide a comprehensive answer to this interrogatory at this time. Caterpillar has not yet obtained adequate discovery from Trans-Spec or from other persons knowledgeable concerning the handling of the engines. Nor has Caterpillar obtained expert analysis on that subject. In addition, it appears from documents supplied by Trans-Spec in connection with its automatic disclosure that the frequency with which its engines required servicing varied widely from engine to engine. Caterpillar will, as discovery and investigation proceed, supplement its answer to this interrogatory insofar as may be appropriate under Fed. R. Civ. P. 26.

INTERROGATORY NO. 10

Set forth comprehensively and in detail the factual basis for Caterpillar's claim that Trans-Spec's losses were caused by the intervening, superseding misconduct of persons or the acts or omissions of third persons over whom Caterpillar exercised no control and for whose conduct Caterpillar is not responsible.

RESPONSE

Caterpillar cannot provide a comprehensive answer to this interrogatory at this time. Caterpillar has not yet obtained adequate discovery from Trans-Spec or from other persons knowledgeable concerning the handling of the engines. Nor has Caterpillar obtained expert analysis on that subject. Caterpillar was further aware when it served its Answer that the engines were installed in the trucks by Sterling Truck Corporation, not by Caterpillar, and that Caterpillar exercises no control over Sterling Truck Corporation's design, manufacture, or assembly of its products. Caterpillar was further aware that the manner in which engines are installed in vehicles or other machines, characteristics of the vehicles or other machines in which they are installed, and attachments that may be made to the engines, substantially affect the performance and durability of the engines themselves. In addition, it appears from documents supplied by Trans-Spec in connection with its automatic disclosure that the frequency with which its engines required servicing varied widely from engine to engine. Caterpillar will, as discovery and investigation

RESPONSE

Trans-Spec has not identified specific breaches of warranty with which it charges Caterpillar, so Caterpillar is not yet in a position to respond to an interrogatory of this nature. Caterpillar notes, however, that in its automatic disclosure Trans-Spec included pages, apparently prepared for purposes of this litigation, in which it identified alleged instances of servicing on some of the engines which are not, however, evidenced by any documentation submitted to Caterpillar. If specific warrantable failures occurred but Trans-Spec did not notify Caterpillar of them in time to enable Caterpillar to see and, if appropriate, preserve the relevant evidence, then that fact forms part of the basis for this defense. Generally, however, until Trans-Spec identifies specific instances in which a warrantable failure occurred which was not repaired in accordance with the terms of the applicable Caterpillar warranty, Caterpillar will be unable to provide a substantive answer to this interrogatory.

INTERROGATORY NO. 16

Set forth comprehensively and in detail the factual basis for Caterpillar's claim that Trans-Spec's C-12 engines were modified, altered or changed after they left Caterpillar's possession, custody, and/or control.

RESPONSE

Caterpillar sold the engines to Sterling Truck Corporation. Caterpillar no longer had possession, custody, or control of the engines once they were shipped to Sterling. Sterling, without Caterpillar's participation, installed the engines in the trucks it built for Trans-Spec, making such modifications, alterations, and changes to them as Sterling, and perhaps Trans-Spec, deemed appropriate or expedient. Moreover, once the trucks and engines were delivered to Trans-Spec by Sterling, they were never in the possession, custody or control of Caterpillar but were serviced on numerous occasions, most of them currently unknown to Caterpillar. It appears from documents produced by Trans-Spec in connection with its automatic disclosure that, when most of the allegedly warrantable failures experienced by the engines occurred, the engines had been out of Caterpillar's possession, custody or control for more than three full years. Caterpillar has not yet received information from Trans-Spec, Sterling, or others that is sufficient to enable it to answer this interrogatory comprehensively and in detail at this time. Should additional responsive information be obtained, Caterpillar will supplement its answer insofar as may be appropriate under Fed. R. Civ. P. 26..

INTERROGATORY NO. 17

Set forth comprehensively and in detail the factual basis for Caterpillar's claim that Trans-Spec's C-12 engines met or exceeded all applicable warranties.

RESPONSE

Caterpillar gave express warranties with respect to the engines which provided, in part, that if a defect in material or workmanship is found during the standard (2-year) warranty period, Caterpillar will, during normal business hours and through a place of business of a Caterpillar dealer or other source approved by Caterpillar, provide (at Caterpillar's choice) new, remanufactured or Caterpillar-approved repaired parts or assembled components needed to correct the defect; replace lubricating oil, filters, antifreeze and other service items made unusable by the defect; provide reasonable or customary labor needed to correct the defect, including labor for removal and installation when necessary to make the repair; and provide reasonable or customary towing to the nearest authorized repair facility or reasonable travel expenses from the nearest authorized repair facility, if the vehicle is inoperable or continued operation would result in additional engine damage. Caterpillar's express warranties provided, in part, that if a defect in material or workmanship is found during the extended (5-year or 500,000 miles) warranty period applicable to certain components and assemblies specified in the warranties, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar, provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. Caterpillar's express warranties conspicuously disclaimed all other express warranties, except for any applicable Caterpillar warranties for emission-related components, and all implied warranties; conspicuously disclaimed responsibility for incidental or consequential damages; and conspicuously limited Caterpillar's responsibility to the provision of material and services as provided in the warranty. Caterpillar's obligations were contingent upon Trans-Spec's fulfillment of certain responsibilities identified in the warranty statements, including among others the provision of timely notice of warrantable failures, the due performance of required maintenance, etc. (For a complete definition of Caterpillar's warranty responsibilities, Caterpillar refers Trans-Spec to forms SELF5271 and SELF5302 which were produced by Caterpillar in connection with its automatic disclosure.) Caterpillar has, in fact, provided materials and services whenever notified of a warrantable failure, thereby fulfilling its warranties. Indeed, Caterpillar has, in an effort to further good customer relations, provided materials and services on many occasions when an identified failure was not warrantable, either because it occurred outside the applicable warranty period or otherwise. Caterpillar notes, further, that all of Trans-Spec's engines remain in use in its business nearly five years after Trans-Spec acquired them and that the trucks containing the engines all appear to have between 300,000 and 500,000 miles on them.

Caterpillar has not yet conducted the investigation and discovery needed to enable it to respond fully to this interrogatory. Should additional responsive information be obtained, Caterpillar will supplement its answer insofar as may be appropriate under Fed. R. Civ. P. 26.

INTERROGATORY NO. 18

VERIFICATION

STATE OF ILLINOIS §

§ ss.

COUNTY OF PEORIA §

David B. Anderson, being duly sworn, deposes and says:

1. I am Manager of Technical Support for Caterpillar Inc.
2. I am authorized to verify the foregoing Responses to Plaintiff's First Set of Interrogatories for and on behalf of the Defendant, Caterpillar Inc.
3. I have directed others to assist me in searching corporate records and assembling the facts needed in preparing the foregoing responses.
4. I have read the foregoing responses, and to the best of my knowledge and belief, these responses are true, accurate and complete as of this date.



David B. Anderson

Subscribed and sworn to before me on January 28th, 2005.


Shauntee R. Damron

Notary Public



Effective with sales to the first user on or after January 1, 2000

CATERPILLAR LIMITED WARRANTY

New C-16, C-15, C-12, and C-10 Engines Powering On-Highway Vehicles Worldwide*

(*excluding Commonwealth of Independent States)

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new C-16, C-15, C-12, and C-10 engines sold by it for use in powering on-highway vehicles, and operating outside the Commonwealth of Independent States (formerly USSR), to be free from defects in material and workmanship.

A different warranty statement applies to product operating in the Commonwealth of Independent States. Copies of this warranty may be obtained by writing Caterpillar Inc., 100 N. E. Adams St., Peoria, IL 61629-3345.

This warranty is subject to the following:

Warranty Period

The standard warranty period for new engines powering on-highway vehicles, other than those powering recreational vehicles, fire trucks, emergency service vehicles and ambulances, is 24 months after date of delivery to the first user.

The standard warranty period for new engines powering recreational vehicles, fire trucks, emergency service vehicles and ambulances, is 60 months or 200,000 miles (321,869 kilometers), whichever occurs first after date of delivery to the first user.

If a defect in material or workmanship is found during the standard warranty period, Caterpillar will, during normal working hours, and through a place of business of a Caterpillar dealer or other source approved by Caterpillar:

- w Provide (at Caterpillar's choice) new, Remanufactured or Caterpillar-approved repaired parts or assembled components needed to correct the defect.
- w Replace lubricating oil, filters, coolant and other service items made unusable by the defect.
- w Provide reasonable or customary labor needed to correct the defect, including labor for removal and installation when necessary to make the repair.
- w Provide reasonable or customary towing to the nearest authorized repair facility or reasonable travel expenses from the nearest authorized repair facility, if the vehicle is inoperable or continued operation would result in additional engine damage.
- w Provide (at Caterpillar's choice) new, Remanufactured or Caterpillar-approved repaired parts or assembled components needed to correct the defect.
- w Items replaced under warranty become the property of Caterpillar.
- w Travel or transporting costs, except as stated under "Caterpillar Responsibilities".
- w Premium or overtime labor costs.
- w Parts shipping charges in excess of those which are usual and customary.
- w Local taxes, if applicable.
- w Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- w Giving timely notice of a warrantable failure and promptly making the product available for repair.
- w Performance of required maintenance (including use of proper fuel, oil, filters, lubricants and coolant) and items replaced due to normal wear and tear.
- w Allowing Caterpillar access to all electronically stored data.
- w During the extended warranty period, the user is responsible for:
- w Providing proof of the delivery date to the first user.

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- w All costs except for replacement parts or assembled components as specified.
- w Giving timely notice of a warrantable failure and promptly making the product available for repair.
- w Performance of required maintenance (including use of proper fuel, oil, filters, lubricants and coolant) and items replaced due to normal wear and tear.
- Limitations**
 - w Failures resulting from any use or installation which Caterpillar judges improper.

For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS. WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE, REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you.

This warranty gives you specific legal rights and you may also have other rights which vary by jurisdiction. To find the location of the nearest Caterpillar dealer or other authorized repair facility call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write: In USA and Canada: Caterpillar Inc. Engine Division, P. O. Box 20, Mossville, IL 61552-0010, Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: Contact your Caterpillar dealer.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

- w Failures resulting from attachments, accessory items and parts not sold or approved by Caterpillar.
- w Failures resulting from abuse, neglect and/or improper repair.
- w Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- w Failures resulting from unauthorized repair or adjustments.
- w Repair or replacement of unit injectors after 150,000 miles (241,402 kilometers).

For products operating in the Middle East, Africa, and within the territories administered by Caterpillar S.A.R.L., Singapore Branch, and Caterpillar China Limited dealers, certain limitations may apply to towing and/or travel expenses based on geographic location and proximity to the nearest authorized repair facility. Contact your nearest authorized repair facility to determine if these limitations apply.

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629-3345, or its subsidiary, Caterpillar of Australia Ltd., 1 Caterpillar Drive, Private Mail Bag 4, Tullamarine, Victoria 3043, Australia.

Effective with sales to the first user on or after January 1, 1997

CATERPILLAR LIMITED WARRANTY

New 3406, C-12, C-10, 3176 and 3306 Engines Powering On-Highway Vehicles

(*excluding the Commonwealth of Independent States)

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Caterpillar Responsibilities

If a defect in material or workmanship is found during the standard warranty period, Caterpillar will, during normal working hours and at no cost to the customer, repair or replace the defective part.

User Responsibilities

During the standard warranty period, the user is responsible for:

- Working hours and through a place of business or a Caterpillar dealer or other source approved by Caterpillar.
- Provide (at Caterpillar's choice) new, Remanufactured or Caterpillar-approved repaired parts or assembled components needed to correct the defect.
- Providing proof of the delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities".
- Travel or transporting costs, except as stated under

- Replace lubricating oil, filters, antifreeze and other services items made unusable by the defect

- Provide reasonable or customary labor needed to correct the defect, including labor for removal and installation of items made unusable by the defect.

- Providing reasonable or customary services to the customer when necessary to make the repair.

Provide reasonable or customary towing to the nearest authorized repair facility or reasonable travel expenses from the nearest authorized repair facility, if the vehicle is inoperable or continued operation would result in additional engine damage.

If a defect in material or workmanship is found during the extended warranty period, Caterpillar will, during normal business hours, repair or replace the defective part or component.

- Provide (at Caterpillar's choice) new, Remanufactured, or Caterpillar-approved repaired parts or assemblies components needed to correct the defect.

Note: Items replaced under warranty become the property of Caterpillar.

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Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation which Caterpillar judges improper.
- Failures resulting from attachments, accessory items and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect and/or improper repair.

For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS SPECIFIED HEREIN. CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you.

This warranty gives you specific legal rights and you may also have other rights which vary by jurisdiction. To find the location of the nearest Caterpillar dealer or other authorized repair facility, call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write: In USA and Canada: Caterpillar Inc. Engine Division, P. O. Box 610, Mossville, IL 61552-0610. Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: Contact your Caterpillar dealer.

- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.
- Repair or replacement of unit injectors or nozzles after 150,000 miles (243,000 kilometers).
- Repair or replacement of water pump seals or thermostats after 200,000 miles (325,000 kilometers).

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"), ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629-3345, or its subsidiary, Caterpillar of Australia Ltd., 1 Caterpillar Drive, Private Mail Bag 4, Tullamarine, Victoria 3043, Australia.

- Repair of auxiliary braking devices not manufactured by Caterpillar. Such devices are warranted by their manufacturer. For product operating in the Middle East, Africa and China, certain limitations may apply to towing and/or travel expenses based on geographic location and proximity to the nearest authorized repair facility. Contact your nearest authorized repair facility to determine if these limitations apply.



ON-HIGHWAY VEHICLES

ON-HIGHWAY VEHICLE ENGINE EXTENDED SERVICE COVERAGE

Registration Certificate For Units Operating In The U.S.A. And Canada
 For Mid-Range and Heavy Duty On-Highway Truck, School Bus, Recreational Vehicle,
 Fire Truck or Crash Rescue Engine Applications
 (Program Effective Date May 1, 1998)

PRESS HARD
 YOU ARE MAKING 3 COPIES

CUSTOMER NAME

CAT ENGINE SERVICE

MAILING ADDRESS

CAT ENGINE SERVICE

CITY

WILLISTON, ND

STATE/PROVINCE

ND

ZIP/POSTAL CODE

58201

PHONE NUMBER

501-7191-715121

SELLING DEALER NAME

MINNUTEMAN

SELLING DEALER CODE

A-7307

SELLING DEALER ADDRESS

CAT ENGINE SERVICE

CITY

WILLISTON, ND

STATE/PROVINCE

ND

ZIP/POSTAL CODE

58201

CAT DEALER NAME

SOUTHERN CAT

CAT DLR. CODE

C-4100

TYPE OF REGISTRATION

New Registration Transfer Ownership Upgrade Coverage Warranty Replacement Engine

Replacement Engine S/N 11111111

APPLICATION

On-Highway Truck School Bus Recreational Vehicle Fire Truck Crash Rescue Other

Start Miles (km) 66

Delivery MM/DD/YYYY
Date 01/15/2000

Transfer Miles (km) 11111111

Transfer MM/DD/YYYY
Date 1/1

Engine S/N 2K5127791

Engine Model G-112

3801
HP 110

VIN 11111111111111111111

Vehicle Make CAT ENGINE SERVICE

Vehicle Model 11111111111111111111

COVERAGE (Reference On-Highway Vehicle Engine Price Matrix for Model/Coverage Availability)

ESC I With Brakesaver add \$250
 ESC II
 ESC Plus
 ESC II MIDRANGE

SEE ATTACHED MULTI-UNIT
REGISTRATION FORMS

Coverage Months 60

Coverage Miles 500,000 Coverage Hours Deductible - 0 -

COVERAGE FEES

ESC FEE \$1150 -
 BRAKESAVER FEE \$
 ADMIN. FEE \$
 LATE FEE \$
 TOTAL FEE \$ 1150 -

IMPORTANT!!

Please ensure you are using the latest version of the On-Highway Vehicle Engine Price Matrix.

TODI 93727

I hereby certify that I have read and understand the terms and conditions checked above, and as specified on the back of this Registration Certificate.

I hereby certify that the engine serial number indicated above is eligible for the coverage as specified on this Registration Certificate and have read and understand the dealer's responsibilities as specified on the back of this Registration Certificate.

Customer Signature

Date 1/1/1

Date 1/1/1

Authorized Dealer Representative

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I. INTRODUCTION

Caterpillar's Extended Service Coverage for On-Highway Vehicle Engine Service Contract, herein referred to as "service contract", for new vehicles powered with Caterpillar engines is an important part of Caterpillar's continuing effort to provide Caterpillar Vehicle Engine Owners with superior value and product support. This service contract provides the Owner assurance against unexpected repair costs for covered component failures due to defects in materials or workmanship under normal use.

II. TERMS AND CONDITIONS

This service contract is available for new vehicles powered with Caterpillar Mid-Range and Heavy Duty On-Highway Vehicle Engines, herein referred to as "new vehicle(s)". This service contract is only available for use within the continental boundaries of the United States and Canada.

The Owner should purchase this service contract on the original delivery date of the new vehicle at a Caterpillar authorized dealer herein referred to as "authorized dealer". The applicable start mileage and date must be recorded on this Service Contract.

This service contract runs concurrently with the Caterpillar On-Highway Vehicle Engine Warranty and provides full components and labor coverage for covered components failures due to defects in Caterpillar materials or workmanship under normal use. Expiration of this contract will occur when the time or mileage from the original delivery date exceeds the coverages as specified on this Service Contract.

All components listed below are covered under these programs except the applicable exclusions listed under Section VI, Exclusions & Limitations:

A. MID-RANGE EXTENDED SERVICE COVERAGE (ESC II)

ESC II for Mid-Range is available in two different deductibles:

- Option 1 Caterpillar will pay 100% of the components and labor charges for covered failures, with no deductible charges.
- Option 2, Caterpillar will pay 100% of the components and labor charges for covered failures, less a \$500 deductible charge per service visit.

The following components are covered under the Mid-Range ESC II: exhaust manifolds, studs, & gaskets, inlet air heater & relay, intake manifolds, cylinder head casting, exhaust/injector sleeves, cylinder head bolts, cylinder head gaskets, freeze plug, intake & exhaust valves, valve spring, insert guide, rotocoil, & retainer, valve mechanism (including rocker arm, brackets, bridges, dowels, adjusting screws, nuts, shaft, & push tubes), valve cover & base, camshaft, camshaft bearings, camshaft lifter assembly (followers clip), front covers & plates, front cover gaskets, front cover gears and power steering gear, flywheel housing, flywheel housing gasket, cylinder block casting, freeze plug, crankshaft, crankshaft - rod, main, & thrust bearings, connecting rod assembly & bushing, piston (wrist pin, retainer clip, & piston rings), oil jet tube, main bearing cap bolt, crossover tubes (3126), fuel injection pump & governor, fuel injection pump mounting seal, fuel ratio control, fuel lines, timing advance, control rack (3116), oil pan, oil pump, oil cooler housing, oil cooler core, oil filter base, HEUI high pressure oil lines, oil pump, & injector actuation pressure control valve, thermostat housing cover, water pump housing, water manifold, control module (ECM), sensors (boost pressure, atmospheric intake manifold air temp, oil pressure, coolant temperature, rack & timing, fuel temperature, engine speed, & rack position), throttle position/pedal sensor, speed timing sensor.

B. HEAVY-DUTY EXTENDED SERVICE COVERAGE (ESC I)

- Caterpillar will pay 100% of the components and labor charges for covered failures, with no deductible charges.

The following components are covered under the Heavy-Duty ESC I: intake manifolds, cylinder head casting, exhaust/injector sleeves, cylinder head bolts, cylinder head gaskets, freeze plug, spacer plate (block & head), spacer plate gasket, intake & exhaust valves, valve spring, insert guide, rotocoil, & retainer, valve mechanism (including rocker arm, brackets, bridges, dowels, adjusting screws, nuts, shaft, & push tubes), camshaft, camshaft bearings, camshaft lifter assembly (including (followers clip), front covers & plates, front cover gaskets, front cover gear & power steering gear, flywheel housing, flywheel housing gasket, cylinder block casting, spacer block (3176), freeze plug, crankshaft casting, crankshaft - rod, main, & thrust bearings, connecting rod assembly & bushing, piston (wrist pin, retainer clip, & piston rings), oil jet tube, cylinder liner, cylinder liner seals, cylinder liner filler band, main bearing cap bolt, fuel injection pump mounting seal, timing gears, oil pump, oil cooler housing, thermostat housing cover, water pump housing, control module (ECM).

C. HEAVY-DUTY EXTENDED SERVICE COVERAGE (ESC II)

All components listed under Heavy-Duty Extended Service Coverage I are covered plus the following:

Exhaust manifold studs and gaskets, inlet air heater relay, valve cover and base, fuel injection pumps and governor, fuel ratio control, fuel lines, timing advance, oil pan, oil cooler core, oil filter base, water manifold, and shut-off solenoid.

D. HEAVY-DUTY EXTENDED SERVICE COVERAGE (ESC Plus)

Caterpillar will pay 100% of the components and labor charges for covered failures, with no deductible charges.

All components listed under Heavy-Duty Extended Service Coverage I and Heavy-Duty Extended Service Coverage II are covered plus the following: control module (ECM), vibration damper, road speed buffer, sensors (boost pressure, atmospheric manifold air temp, oil pressure, coolant temperature, rack & timing, fuel temperature, engine speed, & rack position), throttle position/pedal sensor, speed timing sensor.

Expiration of this Service Contract will occur when the time, miles, or hours, whichever occurs first, from the original delivery date of the engine exceeds the coverage limits as specified on this Registration Certificate.

III. CATERPILLAR'S RESPONSIBILITIES

Caterpillar, during normal working hours at a place of business of an authorized dealer, will pay 100% of the components and labor charges, minus any applicable deductible, for the repair of covered component failures during the coverage period when caused by defects in materials or workmanship under normal use.

Caterpillar will provide (at Caterpillar's choice) either new, remanufactured or repaired components when replacing or repairing any covered components which fail due to defects in materials or workmanship under normal use. Further, Caterpillar will also pay the components and labor charges for any engine component which is rendered unserviceable by the failure of a covered component.

Caterpillar will restore the engine to its operating condition prior to failure by repairing/replacing only the defective components and consequential damaged components necessary to remove/repair/install the defective components. Other parts removed in the process of the repair will be reinstalled as is, unless the Owner authorizes the additional expense to repair or replace.

Caterpillar will also pay the reasonable costs of any expendables or consumables, including but not limited to, lube oil, filter elements, hoses, vee-belts, gaskets and seals which are made unusable as a result of a covered component failure.

IV. DEALER'S RESPONSIBILITIES

The authorized dealer accepts full liability for incorrect, invalid or late enrollments. Registrations will be accepted up to one

V. OWNER'S RESPONSIBILITIES

The Owner shall operate and maintain the engine according to the guidelines and recommendations as specified in the appropriate Caterpillar Vehicle Engine Operation & Maintenance Management Guide. The Owner shall provide proof of compliance with the Maintenance Schedules, such as receipts or copies of work orders or invoices from authorized dealers showing the maintenance and services performed.

In the event of a covered component failure, the Owner must promptly make the engine available to an authorized dealer for repair and provide proof of this service contract registration by presenting the customer copy of the Registration Certificate.

The Owner is responsible for all costs not covered by this service contract as specified in Section VI, Exclusions and Limitations.

VI. EXCLUSIONS & LIMITATIONS

This service contract does not cover component failures caused by:

- dealer workmanship on subsequent repairs and dealer workmanship on repairs made to non-covered components.
- non-covered components (including bolts, clamps, and other fasteners that attach non-covered components to the engine).
- operator abuse, neglect, improper operation or accident.
- non-Caterpillar attachments, accessories and parts (any engine part that is not identified by a Caterpillar part number), including, but not limited to: engine compression and exhaust brakes, fans, radiators, air to air aftercooler cores, air conditioning compressors, clutches, filters, transmissions, torque converters, steering pumps, hoses, belts and clamps.
- an application or installation not approved by Caterpillar.
- normal wear out, including but not limited to oil consumption, chemical/mechanical erosion and/or leaking seals or gaskets.
- unauthorized repairs or adjustments, including but not limited to: improper fuel setting and valve lash adjustments.
- repairs or alterations made by an unauthorized dealer.
- brakesaver unless specified as option on contract.
- fuel transfer pump, fuel priming pump, unit injectors and fuel nozzles, thermostat, starters, alternators, turbocharger, air compressor, electronic connectors and wiring.
- steel shims and cast iron block inserts.
- acts of God, war, vandalism, riot, theft, explosion, and any other act of nature or man.
- failure to follow maintenance procedures and scheduled component inspections/replacements as specified in the Caterpillar Vehicle Engine Operation and Maintenance Management Guide.

This service contract also does not pay for:

- normal preventative maintenance and scheduled component inspections/replacements as defined in the Caterpillar Vehicle Engine Operation and Maintenance Management Guide, including but not limited to valve lash adjustments, inspections, Scheduled Oil Sampling and maintenance items such as lube oils, filters, belts and hoses.
- performance complaints, including but not limited to, any adjustments to fuel settings, PAR tests, or programming of the Electronic Control Module.
- reimbursement for any travel or towing, or overnight lodging or meals or communications expenses and any other downtime or downtime-related expenses cargo damage or economic loss.
- any and all taxes.
- parts shipping charges.

VII. TRANSFER OF COVERAGE

The remaining coverage of this service contract may be transferred to subsequent owners during the coverage period at no extra charge, provided the new owner of the vehicle presents a copy of the current Registration Certificate to an authorized dealer within ten (10) days of the transfer of the vehicle title. Remaining coverage cannot be transferred from a covered engine to a non-covered engine.

VIII. REFUNDS

Any and all service contract fees are non-refundable.

IX. DISCLAIMERS

CATERPILLAR'S RESPONSIBILITIES UNDER THIS SERVICE CONTRACT ARE LIMITED TO THE PROVISION OF MATERIALS AND LABOR AS SPECIFIED HEREIN.

CATERPILLAR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION HEREWITHE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

REMEDIES UNDER THIS SERVICE CONTRACT ARE LIMITED TO THE PROVISION OF MATERIALS AND LABOR AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

REPLACEMENT PARTS FURNISHED UNDER THE TERMS OF THIS SERVICE CONTRACT ARE COVERED UNDER THE APPLICABLE REPLACEMENT PARTS WARRANTY.

THIS SERVICE CONTRACT DOES NOT SUPERSEDE THE EMISSION WARRANTY FOR EMISSION-RELATED COMPONENTS.

MISREPRESENTATION OF THE ENGINE'S ELIGIBILITY FOR COVERAGE, OR THE ACTUAL ACCUMULATED MILEAGE, HOURS, OR AGE SHALL RESULT IN CANCELLATION OF THIS SERVICE CONTRACT BY CATERPILLAR WITH NO REFUND. CATERPILLAR SHALL BE ENTITLED TO ALL OTHER REMEDIES.

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**Caterpillar On-Highway Vehicle Engine
Extended Service Coverage
Registration Form
For Multiple Unit Registrations**

2005-7-00

TECI # 13229

Unit #	HP	Engine/S/N	Vehicle ID #	Unit #	Def. Date	Start Miles
1	380/410	2KS27790	257160	2600	01-15-00	1200
2		2KS228577	257163	6100	12-08-99	66
3		2KS27878	257162	6200	01-15-00	70
4		2KS27236	257161	6300	01-15-00	125
5		2KS27244	257165	6700	12-08-99	1500
6		2KS27255	257170	6800	01-15-00	1700
7		2KS27278	257177	6900	01-15-00	1500
8		2KS27844	257180	7100	01-15-00	600
9		2KS27265	257174	7400	01-15-00	73
10		2KS27927	257168	7500	01-15-00	61
11		2KS27877	257161	7600	12-08-99	160
12		2KS28268	257175	7700	01-15-00	60
13		2KS27861	257171	7800	01-15-00	1512
14		2KS27756	257169	7900	01-15-00	1542
15		2KS27857	257172	8000	01-15-00	1686
16		2KS28276	257167	8100	01-15-00	1467
17		2KS27714	257173	8200	01-15-00	67
18		2KS27753	257176	8400	01-15-00	66
19		2KS27731	257166	8600	12-08-99	71
20		2KS27893	2571764	8500	01-15-00	63

This form is to be used as an addendum to On-Highway Vehicle Registration Certificate (LELT6573) which identifies specific terms, conditions, and component coverages.

LELT8361-01

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